



November 27, 1991

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INTERSTATE COMMERCE COMMISSION

Secretary, Interstate Commerce Commission
12th and Constitution Avenue NW
Room 2303
Washington, D.C. 20423

Dear Secretary:

I have enclosed an original and one certified copy of the document described below, to be recorded pursuant to Section 11303 of Title 49 of the United States Code.

This document is a railroad equipment lease agreement, a primary document, dated the 10th day of October, 1991.

The names and addresses of the parties to the documents are as follows:

Lessor: ITG, Inc.
106 North Main
Victoria, Texas 77901

Lessee: Iowa Interstate Railroad Company
800 Webster Street
Iowa City, Iowa 52240-4806

A description of the equipment covered by the document is as follows: 33 railway cars, as more particularly described on the list attached hereto as Exhibit A.

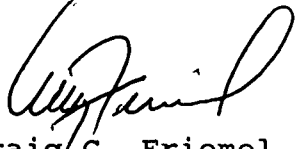
A fee of \$15.00 is enclosed. Please return the original and any extra copies not needed by the commission for recordation to Craig G. Friemel at First Victoria National Bank, P. O. Box 1338, Victoria, Texas 77902.

A short summary of the document to appear in the index follows: Railroad Equipment Lease between ITG, Inc., 106 North Main, Victoria, Texas, and Iowa Interstate Railroad Company, 800 Webster Street, Iowa City, Iowa 52240-4806, dated October 10, 1991, and covering 33 railway cars, initial numbers 65000 through 65032.

Secretary, Interstate Commerce Commission
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Very truly yours,

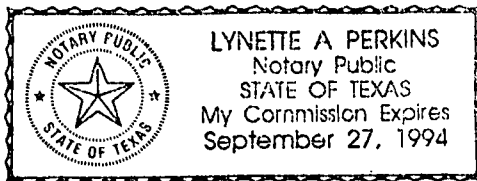
FIRST VICTORIA NATIONAL BANK

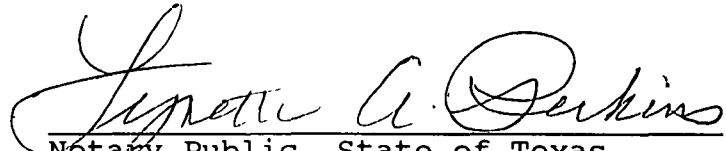

By: Craig G. Friemel
Its Vice President

STATE OF TEXAS §

COUNTY OF VICTORIA §

This instrument was acknowledged before me on December 4th 1991, by Craig G. Friemel, as Vice President of First Victoria National Bank.





Notary Public, State of Texas

EXHIBIT A

Car Numbers:	65000 through 65032
Car Owner Marks:	ITGX
Class of Car:	LO/C113
Number of Cars:	Thirty-three (33)
Capacity of Cars:	100-Tons nominal--4427 cubic feet

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Contract Number ITG-2360

INTERSTATE COMMERCE COMMISSION

RAILROAD CAR LEASE AGREEMENT

THIS AGREEMENT, No. ITG-2360, made and entered into October 10, 1991, by and between ITG, INC., a Texas corporation with its principal office and place of business in Victoria, Texas, (herein called "LESSOR") and IOWA INTERSTATE RAILROAD COMPANY, a Delaware corporation, (herein called "LESSEE").

WITNESSETH:

Description
of Leased
Cars:

1. LESSOR agrees to furnish to LESSEE, and LESSEE agrees to rent from LESSOR, the railroad cars shown on the Rider attached hereto and made a part of hereof, and such additional Riders as may be added to hereto from time to time by agreement of the parties and signed by their duly authorized representatives. Each Rider shall set forth a brief description of the car, or cars, car initials and numbers, the Association of American Railroads ("AAR") or Interstate Commerce Commission ("ICC") specifications, cubic capacity, truck capacity, delivery point, rental, term throughout which the cars shall remain in LESSEE'S service, and other pertinent information that may be desired by both parties.

Use of
Cars:

2. LESSEE agrees to use said cars under the following restrictions:

(a) The cars will be received by LESSEE in Council Bluffs, Iowa on the Union Pacific Railroad, and used and operated at

all times in compliance with all lawful acts, rules, regulations, and orders issued by the railroads on which the cars are operated, and government agencies.

(b) At the expiration or termination of the rental term of the particular Rider applicable to each such car described in such Rider, LESSEE shall cause said cars to be returned to LESSOR at a point designated by LESSOR, provided that mileage does not exceed six hundred off line miles. LESSEE to pay all freight charges accordingly.

(c) In the event that ITG, INC. does not have a successive Lessee immediately available for the cars of this lease, IOWA INTERSTATE RAILROAD COMPANY agrees to provide ITG. INC. with six (6) months free storage of the cars covered herein.

(d) The cars will not be altered by LESSEE in any way without prior written approval of LESSOR.

(e) The cars are intended for use in carrying grain products. The use of these cars for any other purpose is not permitted without prior written approval of LESSOR.

Inspection:

3. Each of the cars will be subject to a joint inspection prior to both the delivery and return dates. The inspections will be conducted at a site mutually agreeable to both parties. LESSOR shall deliver all cars in good operating condition, free of all mechanical defects and suitable for transportation of intended commodities. The LESSEE shall be solely responsible to return all cars in the same conditions as received, excepting reasonable wear and tear; and, at time of return, each car shall be in a condition suitable for immediate placement in revenue interchange service. If a car is in need of repair prior to delivery or return, a mutually agreeable repair schedule shall be developed, and a separate joint inspection made by LESSOR and LESSEE will be held, at the repair facility, after repairs have been made, which inspection shall be in lieu of any other inspection required hereby. Failure for whatever reason to conduct such inspection in connection with the return of any car shall not relieve LESSEE of its obligation to return such car at the end of the Lease Term or otherwise in the condition required hereby.

Rent:

4. LESSEE agrees to pay LESSOR the monthly rental stated in the Rider covering said cars from the date of the Agreement as specified in the Rider, and until the cars are returned to LESSOR upon expiration of the rental term specified in the Rider applicable to each

car. Such rentals shall be paid to LESSOR in Victoria, Texas, or such other place as LESSOR may hereinafter direct in writing.

Rentals are payable within ten (10) days from the date of invoice, monthly in advance.

Car Hire:

5. Any per diem or mileage allowance, car hire rental, and/or other compensation paid by reason of off-line use of any car directly to the LESSEE shall be retained by LESSEE as compensation for its interest in such car.

Term of
Lease:

6. This Agreement shall be effective as of October 10, 1991, and shall expire December 31, 1996, or upon return of the last car, or cars, covered hereunder, to LESSEE, whichever is later. The rental term for each car shall be shown in the Rider covering such car. Unless this contract is extended or renewed in writing by mutual agreement, or a new contract is executed, each car not returned to LESSOR within fifteen (15) days next following the expiration date shown on the Rider covering such car or cars, LESSEE shall pay to LESSOR a penalty charge of TEN AND NO/100 DOLLARS, (\$10.00), per day, in addition to the monthly rental.

Repair and
Maintenance:

7. This lease is a Full Maintenance Lease. LESSEE will perform or cause to be performed and pay for all running repairs (as specified in the Association of American Railroads Rules for

Interchange) and present all running repair invoices to LESSOR for prompt reimbursement. The amount Lessor will pay for such running repairs shall not be in excess of the published car billing (Office Manual - AAR), in effect at the time the repair is made, provided by the Association of American Railroads.

Except for running repairs, the Lessee shall not repair, or authorize the repair of, any of the cars without Lessor's prior written consent which shall be promptly given.

If any repairs are required as a result of Rule 95 damage, the misuse by or negligence of Lessee, its consignee, agent, or sublessee, or while on a railroad that does not subscribe to, or fails to meet its responsibility under, the Interchange Rules of the AAR, or while on any private siding or track or any private or industrial railroad, the rental charge shall continue during the rental period, and Lessee agrees to pay Lessor for the cost of such repairs. It is understood that no rental credits will be issued for cars in a shop for repairs which are Lessee's responsibility.

Destruction
of Car:

8. In the event of the loss, destruction, or damage beyond repair of any car, or the condemnation or taking of any car for a period exceeding the balance of the Lease Term, this Agreement with respect to such car shall continue until LESSEE notifies LESSOR of such

occurrence and pays to LESSOR, on the next rental payment date following such notice, the stipulated loss value set forth in the attached Exhibit B of such car as of such rental payment date. Replacement or substitution of a similar car in lieu of payment of LESSEE of the stipulated loss value shall not be permitted unless agreed to in writing by LESSEE and LESSOR. Stipulated loss value payment will apply whether the loss or destruction of the car occurs on or off LESSEE'S lines; provided that if LESSEE shall receive from a common carrier, in settlement for the loss, damage or destruction of such car while in such carrier's possession, a sum in excess of such stipulated loss value, such excess shall be paid promptly to LESSOR. LESSOR shall be entitled to recover possession of each such destroyed car, but upon LESSOR'S request, LESSEE shall dispose of such car at LESSEE'S expense.

Indemnity:

9. LESSEE will indemnify LESSOR against any loss, damage, claim, expense (including attorney's fees and expenses of litigation) or injury imposed on, incurred by, or asserted against LESSOR arising, directly out of LESSEE'S, its consignee's agents, or shipper's use, lease, possession or operation of the cars during the term of the Lease, or by the contents of such cars, however occurring, except any loss, liability, claim, damage or expense for which a

railroad or railroads have assumed full responsibility and satisfy such responsibility. All indemnities contained in the Agreement shall survive the termination hereof, however same shall occur. Nothing herein shall be construed as an indemnification against LESSOR'S negligence.

Insurance:

10. The LESSEE will, at all times while this Lease is in effect, at its own expense, cause to be carried and maintained in respect to each car, with insurers reasonably agreeable to LESSOR, under policies not subject to cancellation or material change in coverage except upon 30 days prior written notice to LESSOR and which insure LESSOR regardless of any breach or violation of any warranty, declaration or condition contained in such policy, or the policy application or other supporting documents, by LESSEE or any third party: (i) property insurance in respect to the cars at the time subject hereto, in amounts sufficient to fund the individual and aggregate stipulated loss value of the cars subject to this Lease from time to time and shall name LESSOR as additional insured and loss payee and, (ii) public liability insurance in such amounts and for such risks and subject to such self-insurance as is consistent with prudent industry practice, and in any event, in amounts and against risks no less favorable than the coverage provided by insurance carried by the LESSEE on similar equipment owned or

leased by it; provided that LESSEE shall in any event maintain such public liability coverage in the amount of \$10,000,000.00 per occurrence, with any deductibles paid by LESSEE, and shall name LESSOR as an additional insured thereunder. Not later than each anniversary date of this Lease, LESSEE will furnish LESSOR with an insurance broker's certificate evidencing such coverage for the 12 months following such anniversary date.

Renewal
Option:

11. Not later than one hundred twenty (120) days prior to the termination of this Lease, or subsequent renewals, LESSEE may, by written notice to LESSOR, irrevocably exercise an option to renew this Lease for five (5) each one (1) year periods, subject to the same terms and conditions herein contained in the original text of this Lease. After the fifth renewal, this Lease will be subject to renegotiation.

Right of
Inspection:

12. LESSOR or its assignee shall have the right, at any reasonable time, and without unreasonably interfering with LESSEE'S operations, to inspect the cars and LESSEE'S books and records with respect to the cars, by its authorized representative, for the purpose of determining compliance by LESSEE with its obligations hereunder or in connection with the sale or release of the cars.

Taxes and
Other Charges:

13. LESSEE shall pay and indemnify and hold LESSOR harmless from all;

(a) taxes including, without limitation, any taxes (withholding or otherwise), including personal property taxes imposed by the United States, Canada, or Mexico, or any state or province thereof or any governmental or administrative subdivision thereof, and any sales and/or use taxes, gross receipts, franchise, and single business taxes, and

(b) license fees, assessments, charges, fines, levies, imports, duties, tariffs, customs, switching, and demurrage, including penalties and interest thereon, levied or imposed by any foreign, federal, state, or local government or taxing authority, railroad or other agency, upon, or imposed upon or with respect to, either the cars or LESSOR in connection with the cars or this Agreement. LESSEE has the right, however, to protest all such taxes or other charges that it feels are improperly or unfairly assessed.

Notwithstanding the provisions of the preceding paragraph, LESSOR is solely responsible for the payment of all income taxes assessed against in for any rental payments or other income received under this Agreement.

Liens:

14. LESSEE shall not cause any encumbrances or liens to be a cloud upon or otherwise affect LESSOR'S title.

Marking of
Cars:

15. Prior to any use thereof, LESSOR shall at its sole expense mark and number the cars with the marks and numbers set forth in Exhibit A hereto. Upon the expiration or earlier termination of this Lease, LESSEE will remark and renumber the cars as directed by LESSOR. At all times during the Lease Term, LESSEE will maintain upon each side of each car a plate or stencil printed in contracting color in letters not less than one inch in height stating: "Owned by ITG. INC. and subject to a Lease Agreement filed with the Interstate Commerce Commission." The LESSEE will not change the mark or number of any car during the Lease Term except with the prior written consent of LESSOR and in accordance with a statement of new marks and numbers to be substituted therefor which shall have been delivered to LESSOR and shall be filed and recorded with the Interstate Commerce Commission and any other public offices reasonably designated by LESSOR.

Default:

16. If LESSEE shall fail to perform any of its obligations hereunder, and should such failure continue, in the case of any obligation to pay rental or stipulated loss value, for a period of five (5) days after the due date thereof, and otherwise for a period

of thirty (30) days after written notice from LESSOR thereof, or LESSEE shall make any representation in connection with the Lease which shall be materially incorrect, or there is made by or against LESSEE any filing required or permitted under any bankruptcy or insolvency law, or in the event LESSEE makes any general assignment for the benefit of its creditors, or if LESSEE is involved in any similar legal process, LESSOR may terminate this Lease immediately, and, at its option, LESSOR or its representatives may repossess the cars and take any and all actions permitted to LESSOR at law or in equity, and whether or not LESSOR exercises any such rights, LESSEE agrees to store, if necessary, and return the cars to LESSOR in accordance with paragraph 2(b and/or c) hereof, and to pay all of LESSOR'S reasonable expenses of restoring the cars to the return conditions provided in this Lease, if any, plus legal fees and costs incurred by LESSOR in connection therewith, if any, and further, LESSEE agrees to pay LESSOR the then present value of the entire remaining balance of the rental set forth in this Lease (discounted at a rate equal to Citibank Base Rate), less all sums paid to LESSOR (or to be paid to LESSOR adjusted to its present value at said discount rate) pursuant to the exercise of the obligations of LESSOR to mitigate its damages.

Filing:

17. LESSOR intends to cause this Lease to be filed and recorded with the ICC pursuant to 49 U.S.C. 11303 of the Interstate Commerce Commission Act. LESSEE shall from time to time do and perform any other act, and execute, acknowledge, deliver, file, register, and record any and all further instruments required by law, or requested by LESSOR, for the purpose of protecting its title and rights, or for the purpose of carrying out the intention of this Agreement, and LESSEE will promptly furnish to LESSOR certificates or other evidences of all such filing, registering, and recording in form satisfactory to LESSOR.

Disclaimer of
Warranties:

18. LESSOR, being neither the manufacturer of the units nor the manufacturer's agent, hereby expressly disclaims and makes to LESSEE no warranty or representation, expressed or implied, or merchantability or fitness for any particular purpose or otherwise, including, but not limited to: the fitness for use, the design or the condition of the units; the quality or capacity of the units; the workmanship in the units; or that the units will satisfy the requirements of any law, rule, specification or contract pertaining thereto, it being agreed that all such risks, as between LESSOR and LESSEE, are to be borne by the LESSEE. LESSOR is not

responsible or liable for any direct, indirect or consequential damage to or losses resulting from the installation, operation of use of the units or any unit. LESSOR hereby acknowledges that any manufacturer's and/or seller's warranties are for the benefit of both Lessor and LESSEE. LESSEE'S acceptance of delivery of the Units shall be conclusive evidence, as between LESSOR and LESSEE, that each Unit is in all of the foregoing respects satisfactory to the LESSEE, and the LESSEE will not assert any claim of any nature whatsoever against LESSOR based on all or any one of the foregoing matters.

Miscellaneous:

19. It is mutually agreed that the time of payment of rentals is of the essence of this Agreement and that this Agreement and any Rider now and hereafter entered into is subject and subordinate to any Security Agreement or Conditional Sale Agreement on the cars heretofore or hereafter established by LESSOR.

Notice:

20. All notices provided for herein shall be given in writing and delivered personally or sent by registered or certified mail, return receipt requested. The effective date of the notice shall be the date personally delivered, or date of delivery shown on the return receipt. The respective addresses for notice shall be the addresses of the parties given in writing at the execution of this Agreement. Such addresses may

be changed by either party giving written notice thereof to the other.

To LESSOR: I T G, INC.
106 N. Main St.
P.O. Box 1777
Victoria, Texas 77901

To LESSEE: Iowa Interstate Railroad Company
800 Webster Street
Iowa City, Iowa 52240-4806

Required Car
Modifications:

21. Should any car require future modifications or additions by the Regulators (AAR or FRA), LESSOR shall be responsible for such modifications or additions at its own expense. Rental will continue to be payable while modifications or additions are made and any parts or items added, whether as replacements or additions.

Assignment:

22. LESSOR shall have the right at any time to sell, assign, pledge or transfer all or any part of this lease and/or the equipment covered thereby. LESSEE shall not have the right to assign its interest in this lease or sub-lease the equipment covered thereby without the prior written consent of LESSOR. Such consent will not be unreasonably withheld.

Governing
Law:

23. The terms of this Agreement and all rights and obligations hereunder shall be governed by the laws of the State of Texas, in which state it has been executed and delivered.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed and sealed by their respective corporate officers and duly attested, as to the date first above written.

(Corporate Seal)

I T G, INC. (LESSOR)

ATTEST:

By: Connie Perkins
Its: Secretary

By: [Signature]
Its: President

ADDRESS:

P.O. Box 1777
Victoria, Texas 77902

(Corporate Seal)

IOWA INTERSTATE RAILROAD CO., LTD.
(LESSEE)

ATTEST:

By: Diane S. Carter
Its:

By: John J. McGinnis
Its: Director Marketing
10/14/91

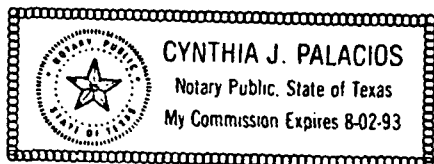
ADDRESS:

800 Webster Street
Iowa City, Iowa 52240-4806

STATE OF TEXAS

CITY OF VICTORIA

On this 10th day of October, 1991, before me personally appeared Michael Sagebiel, to me personally known, who being by me duly sworn, says that he is the President of ITG, INC., that the foregoing instrument was signed on behalf of said corporation, and he acknowledged that the execution of said instrument was his free act and deed.



Cynthia J. Palacios
NOTARY PUBLIC, STATE OF TEXAS

My commission expires:

STATE OF

COUNTY OF

On this 13th day of December, 1991, before me personally appeared John J. McBunnis, to me personally known, who being by me duly sworn, says that he is ^{Director of Marketing} ~~Chairman~~ of IOWA INTERSTATE RAILROAD CO., that the foregoing instrument was signed on behalf of said corporation, and he acknowledged that the execution of the said instrument was his free act and deed.

Diane S. Carter
NOTARY PUBLIC

My commission expires:

EXHIBIT A

RIDER NO. 01

To Master Agreement No. ITG-2360

It is hereby agreed that effective October 10, 1991, this Rider shall become a part of Master Car Agreement No. ITG-2360, between IOWA INTERSTATE RAILROAD, LTD. and ITG, INC., dated October 10, 1991, and the cars described herein shall be placed in service subject to the terms set forth below:

CAR INITIAL NUMBERS: IAIS 65000 thru 65032
CAR OWNER MARKS: ITGX
CLASS OF CAR: LO/C113
NUMBER OF CARS: Thirty-three (33)
CAPACITY OF CARS: 100-Tons Nominal -- 4427 cubic feet
COMMODITY LIMITATION: Grain Products
DELIVERY POINT: Council Bluffs, Iowa
TERMS OF RENT: \$325.00 per month for each car payable net 10 days, monthly in advance, as provided for in Paragraphs 4 and 6 of Lease ITG- (Renewals of this lease will be added by means of additional Riders).
TERM: January 1, 1992 Through December 31, 1996.
SPECIAL NOTATION: ITG, INC. agrees to pay all running repair maintenance costs on these cars during this lease or renewals thereof. Repairs must be documented accordingly.

(Corporate Seal)

I T G, INC. (LESSOR)

ATTEST:

By: Connie Perkins
Its: Secretary

By: Michael Engel
Its: President

(Corporate Seal)

IOWA INTERSTATE RAILROAD, LTD.
(LESSEE)

ATTEST: c

By: Diane S. Gable
Its:

By: John G. M'Ginnis
Its: Director marketing
10/14/91

EXHIBIT B

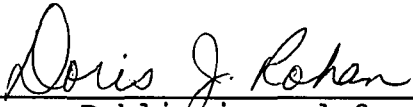
STIPULATED LOSS VALUE SCHEDULE

<u>NUMBER OF RENTAL PAYMENT DATE</u>	<u>PER CAR STIPULATED LOSS VALUE</u>
1 - 12	\$18,000.00
13 - 24	\$16,500.00
25 - 36	\$15,000.00
37 - 48	\$13,500.00
49 - 60	\$12,000.00
61 Months or Greater	\$10,500.00

CERTIFICATE

I hereby certify that I have compared the foregoing copy with the original document and have found that it is complete and identical in all respects to the original document.

Signed this 17th day of December, 1991.



Notary Public in and for
the State of Texas